

ADDENDUM A SPECIAL EDUCATION AND RELATED SERVICES

This Addendum A dated _____, 200_, amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement") dated _____, 200_, between the Fairfax-Falls Church Community Policy and Management Team ("CPMT") or the Fairfax County Department of Family Services ("DFS"), as the case may be, hereinafter referred to as the "Buyer" and _____, hereinafter referred to as the "Provider".

Where there exists any inconsistency between the Agreement and Addendum A the provisions of Addendum A will control. This Addendum A reflects those services which the Provider agrees to make available to the Buyer. The services to be provided to each student placed will be in accordance with that student's Individualized Education Program (IEP) as agreed to prior to its effective date by the Contract Services Section, Department of Special Services of the Fairfax County Public Schools School Board (FCPS Contract Services). All references in the document to FCPS Contract Services, also apply by reference, to the Falls Church City Public Schools.

Non-educational expenses excluded from this Addendum A include, but are not limited to, those incurred for personal allowances, medical care, clothing, psychiatric treatment, psychotherapy, certain extracurricular activities, and certain field trips. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

SPECIFIC TERMS AND CONDITIONS

1. OBLIGATIONS: All obligations of the Provider pursuant to the State of Virginia (or Provider's State) and federal special education laws and regulations are incorporated herein by reference.

2. PROVIDER STATUS: The Provider will maintain its status as a school approved by the State of Virginia (or Provider's State) State Board of Education and will notify the Buyer promptly in the event such approval is withdrawn, revoked or threatened to be withdrawn or revoked. Such withdrawal or revocation shall immediately terminate this Agreement without financial obligation on the part of the Buyer to pay the Provider's invoices subsequent to the loss of approved status.

3. ATTENDANCE: The Provider shall maintain monthly attendance records which shall be submitted to the FCPS Contract Services within five (5) days after the end of each calendar month. If a student has been absent for a period of three (3) or more consecutive school days or for a period of more than eight (8) days in any month, the Provider shall investigate the reasons for such absence. If, in the opinion of the Provider, the absence is not warranted, such absence will be reported immediately to the FCPS Contract Services. The Provider shall consult with the FCPS Contract Services, for any pre-planned school absences of the student. In the event the child is absent without authorization for more than seven (7) consecutive calendar days, the Provider must get written authorization from the Buyer's case manager to hold the placement open. In any event, the Buyer will discontinue payment for education and other services as of the fourteenth (14th) consecutive calendar day of the unauthorized absence.

If a child is authorized for a service in an acute care setting, such that the child is unable to participate in his/her special education placement, that placement will be held for the child for no more than fourteen (14) calendar days with approval of the Buyer's case manager. Longer holds will be negotiated on a case-by-case basis, and must be authorized by the FAPT.

4. REPORTS: The Provider shall prepare periodic progress reports, proposed draft IEPs and, as appropriate, transcript data on each student covered by this Agreement and shall submit such reports to the FCPS Contract Services, in accordance with the dates identified in the school calendar. For the purposes of this Agreement, if the Provider is a day school, school calendar shall be defined as one consistent with the FCPS school calendar. However, if the Provider is a residential school and/or a twelve (12) month school, the school calendar shall be defined as that which is agreed upon by the Provider and the FCPS Contract Services.

A. Proposed draft IEPs shall be submitted to, and received by, FCPS Contract Services prior to any scheduled IEP meeting. The FCPS reserves the right to recommend only those services/programs

considered to offer the student benefit of an education in the least restrictive setting according to the provisions set forth in the Individuals with Disabilities Education Act (IDEA). The representative from the FCPS Contract Services and other FCPS staff, as appropriate, shall have the right to attend any IEP meeting.

- B. The Provider shall provide the FCPS Contract Services promptly with the student's quarterly grades and/or progress report(s).
- C. A Final Progress Report on each student covered by this Agreement shall be submitted to FCPS Contract Services by June 30th of each year during which the services are provided hereunder on forms supplied by FCPS Contract Services. If the Final Progress Reports are not received by June 30th of any such year, for any reason, the Buyer reserves the right to impose a three percent (3%) reduction of the total charges made by the Provider.
- D. The Provider shall submit additional reports upon the request of FCPS Contract Services. Additional reports may include, but are not limited to: written reports of any serious incident involving the student; annual evaluations (psychological, educational, related services); social, emotional, or behavioral progress reports; progress reports regarding extra-curricular programs or activities, dorm behavior, and peer and adult relationships. The Provider shall submit written serious incident reports within 48 hours of the incident. All other reports listed above must be submitted within 10 days. The Provider agrees to provide timely responses to inquiries made by FCPS Contract Services and to apprise FCPS Contract Services of all material information concerning the student covered by this Agreement, including, without limitation, any change in the residence address of the student's parents or legal guardian.

5. **SYLLABUS:** A syllabus describing each course offering must be provided to the FCPS Contracts Services no later than September 1st of each school year; failure to deliver the syllabus shall constitute a certification by the Provider that it has adopted the FCPS standard course descriptions for each subject area for which a syllabus has not been produced.

6. **GRADUATION REQUIREMENTS:** The Provider shall supply each student, grades 9 through 12, with a minimum of one-hundred and forty (140) hours of instruction in accordance with the course descriptions set forth in the syllabi provided pursuant to Section 5 of this Addendum (or the FCPS standard course designated where no syllabus has been provided) in order to award one credit for each course successfully completed towards the FCPS high school graduation requirements. The Provider must notify FCPS Contract Services immediately (and prior to the commencement of instruction) if any of the instruction provided to a student will not comply with the course descriptions or satisfy graduation requirements. Grades should be submitted quarterly to FCPS Contract Services. All final grades and credits earned shall be reported no later than thirty (30) days after the last day of the school year and must be received by the FCPS Contract Services before final payment will be made. All final grades and transcripts for graduating students must be reported by June 1st of the graduation year.

7. **INDIVIDUALIZED EDUCATION PROGRAM (IEP):** Any member of the IEP team may request an IEP meeting if such member entertains concerns that the instruction or program provided needs to be reviewed. In the event that the Provider forms the opinion that the instruction or program provided to any or all of the students concerned by the terms of this Agreement is inappropriate for such student(s), the Provider shall promptly notify the FCPS Contract Services. If advisable, the FCPS may arrange an IEP conference to consider modifications to the IEP program(s).

8. **PAYMENTS:** In the event that a student is placed with the Provider for a period which is less than the full school year, the amount to be paid shall be prorated on the basis of the number of school days the student actually received educational services from the Provider compared with the total number of school days in the school year.

9. **WITHDRAWAL:** In order to provide a successful transition and appropriate receiving program, any anticipated change in the student's placement needs to be discussed with the Provider, the FCPS Contract Services Specialist, any other interested agency case manager, the parents or legal guardian and the student, if appropriate.

10. TRANSPORTATION: To the extent applicable, the Provider shall provide transportation for each day school student covered by the terms of this Addendum A, which transportation shall not exceed one hour fifteen minutes each way. In the event that transportation is required hereunder, the Provider shall maintain vehicular insurance with a solvent and responsible insurance company licensed to do business in the state where the Provider is located. The insurance shall be in the amount of \$1,000,000 for each occurrence. The Buyer shall be named as an additional insured. The Provider shall submit to the Buyer an original certificate of insurance confirming such coverage.

11. NOTICE: Notices required of the Provider to be sent pursuant to this Addendum A shall be sent to: Contract Services Section, Dept. of Student Services and Special Education, Fairfax County Public Schools, Belle Willard Administrative Center, 10310 Layton Hall Dr., Fairfax, VA 22030.

Notices required of the Buyer to be sent pursuant to this Addendum A will be sent in accordance with Paragraph 26 of the Agreement for Purchase of Services.

Any party by written notice to the other, given in the manner prescribed above, may change its address for receiving notice.

12. RATE NEGOTIATION: The rate negotiated between the Buyer and the Provider shall not exceed that stated in the Service Fee Directory. The negotiated rate is set forth on the Rate Sheet attached hereto and made a part hereof.

A. To the extent that any charges are billed to the Buyer on a per session or per treatment basis, the Buyer shall have no obligation to pay amounts charged for sessions or treatments that a student does not actually receive for any reason, including, without limitation, absence or illness. The Provider agrees that its submission to the Buyer of any invoice on which charges are billed on a per session or per treatment basis constitutes its certification that all services for which payment is requested thereby have been provided to the FCPS student identified therein.

B. Any amounts paid by the Buyer pursuant to this Agreement which are subsequently determined to be inappropriate for any reason, including without limitation, those services not actually provided, may be offset against any other amounts to be paid to the Provider by the Buyer.

13. NON-EDUCATIONAL EXPENSES: The Provider agrees to contract separately with the parent or legal guardian of each student for those non-educational expenses to be provided for each student. Non-educational expenses include, but are not limited to, those incurred for personal allowances, medical care, psychiatric treatment, psychotherapy, certain extracurricular activities, and certain field trips.

IN WITNESS THEREOF the parties have caused this Addendum to be executed by officials hereunto duly authorized.

Authorized Representative of Provider

M. Gail Ledford

Title

CSA Program Manager

Date

Date